

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding Between The State of Florida Department of Transportation and Seminole County for the SR 46 Mast Arm Project

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Renee Bumgardner

EXT: 5678

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between The State of Florida Department of Transportation and Seminole County for the SR 46 Mast Arm Project

District 5 Brenda Carey

Charles Wetzel

BACKGROUND:

The Department of Transportation is currently in the design phase of the SR 46 reconstruction project located within Seminole County. The project will reconstruct SR 46 and add additional lanes for SR 46 from Mellonville to SR 415. This project includes two (2) signalized intersections: (1) SR 46 at Mellonville; and, (2) SR 46 at Fire Station # 41. The standard design for all new signalized intersections within Seminole County is Mast Arms. In keeping with this standard, the Department of Transportation is requesting that Seminole County be responsible for the difference in cost between the standard FDOT Concrete/Steel Strain Pole Signalization and the Mast Arm Signalization.

The cost difference per intersection is currently estimated at \$100,000. For the two (2) intersections of SR 46 with Mellonville and Fire Station # 41, the cost difference will be payable prior to FDOT bidding the SR 46 widening project. Although design is expected to be complete by the end of calendar year 2008, construction is currently not funded. A future agreement outlining the cost-sharing terms will be necessary when the project is scheduled for construction, as this MOU is only for the purposes of the FDOT designing mast arms.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between The State of Florida Department of Transportation and Seminole County for the SR 46 Mast Arm Project

ATTACHMENTS:

1. SR 46 Mast Arm Project Agreement

Additionally Reviewed By:

☒ County Attorney Review (Matthew Minter)

MEMORANDUM OF UNDERSTANDING

THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

And

SEMINOLE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

WHEREAS, it is the policy of the State of Florida, Department of Transportation and of Seminole County, a political subdivision of the State of Florida to cooperate with each other in order to maximize the use and allocation of the monetary resources each are entrusted with, and

WHEREAS, the Department of Transportation currently has an ongoing project for reconstruction and additional lanes for SR 46 from Mellonville Avenue to SR 415, which is located within the boundaries of Seminole County (hereinafter referred to as the Project), and

WHEREAS, the Department of Transportation is completing the Design phase (FM #240216-2-32-01) for SR 46 that includes the intersection of SR 46 at Mellonville Avenue and the intersection of SR 46 at Fire Station #41 that are both within the boundaries of Seminole County, and

WHEREAS, Seminole County desires to have all of the referenced intersections upgraded from standard FDOT Concrete/Steel Strain Pole Signalization to Mast Arm Signalization.

NOW THEREFORE, in consideration of the foregoing and on the basis of establishing the expectations of and the obligations of each party hereto, the parties agree as follows:

1. This Memorandum of Understanding establishes the expectations and general obligations of each party and it further anticipates that separate agreements may need to be entered into to put into effect the desires of the parties.

2. The parties understand and agree that, prior to any funds being expended or encumbered that would allow the Department of Transportation (hereinafter the "Department") to undertake the Project with contribution by Seminole County (hereinafter "the County"), a Locally Funded Agreement will need to be entered into by and between the parties hereto so as to allow for and to provide the terms and conditions of the County contributing to the Department and to establish the obligation of the County to pay the costs incurred by the Department for the Mast Arm Upgrades for all of the referenced intersections should the County fail to perform or to undertake its obligations.

3. In regard to the Design phase of this segment of SR 46 from Mellonville Avenue to SR 415, pending approval of the Department Traffic Operations of the referenced intersections, it is the intent of the Department to undertake and to complete the Project that will include the Mast Arm Signalization upgrades. Notwithstanding this stated intent, the parties recognize and agree that the Department has limited funding in its work

program (design funds only) to undertake any of the work identified herein. Unless and until said Project is fully funded, the Department does not have any ability to undertake any of the tasks outlined herein.

4. If and in the event the work program is funded to allow said work to be undertaken, it is the intent of the Department to approach the construction phase of the Project so as to include the Mast Arm Signalization upgrades that will ultimately benefit the County. The County agrees to be responsible for the difference in the cost to the Department for standard FDOT Concrete/Steel Strain Pole Signalization and Mast Arm Signalization. The County shall be responsible to pay to the Department, pursuant to the terms of a Locally Funded Agreement the difference in the costs of Mast Arm signalization. The Department shall be responsible for the costs of the design of the Project.

5. In the event the County, after the Department has undertaken the design to reconstruct and add additional lanes with the Mast Arm Signalization upgrades included, backs out and decides not to fund the Mast Arm Signalization upgrades, the County will be responsible for the cost of the Department to redesign the Project without Mast Arm Signalization upgrades.

6. The Department's obligations hereunder are contingent on the appropriation of funds to accomplish the work described herein. In the event funds are not allocated to the Department to accomplish the tasks set forth herein, the Department shall be deemed to have no legal responsibility to perform under the terms of this agreement.

7. Construction funding from the County shall be due at least 90 days prior to the advertisement of the Department's bid request, pursuant to the terms of a Locally Funded Agreement.

STATE OF FLORIDA, DEPARTMENT OF
TRANSPORTATION

By: _____

George S. Lovett

Director of Transportation Development

Date: _____

Attest:

Executive Secretary

Attest:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Maryanne Morse
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
Carlton Henley, Chairman

Date: _____

Approved only as to form and legality

As authorized for execution by the Board of
County Commissioners at its _____
2007 regular meeting.

County Attorney